

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤		RATING	PAGE 1 of 26
2. CONTRACT NO.	3. SOLICITATION NO. <b>DTFAEN-12-Q-00008</b>	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED <b>03/05/2012</b>	6. REQUISITION/PURCHASE NO. <b>(FAA Internal Use Only)</b>	
7. ISSUED BY Federal Aviation Administration Eastern Logistics Service Area Southern Region, ASO-52 1701 Columbia Avenue		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **1701 Columbia Ave, College Park, GA 30337** until **3:00 P.M.** local time **03/29/12**.  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Clause 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➤	A. NAME Karina Espinosa	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-305-5646
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the Minimum Bid Acceptance Period provision.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days **(90 calendar days unless a different period is inserted by the offeror)** from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause 3.3.1-6) ➤	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) ➤	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY <b>FAA/MMAC P.O. Box 25710 Oklahoma City, OK 73125</b>	
26. NAME OF CONTRACTING OFFICER (Type or print) <b>Karina Espinosa</b>		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DTFASO-12-Q-00008	2	26
NAME OF OFFEROR OR CONTRACTOR			

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p align="center"><b><u>SCHEDULE OF BID ITEMS</u></b>  <b><u>FOR</u></b>  <b><u>FABRICATION OF</u></b>  <b><u>TWO PRECAST SHELTERS AT THE</u></b>  <b><u>ATLANTA WEST (ATLA) REMOTE TRANSMITTER</u></b>  <b><u>FACILITY</u></b></p>				
1	Fabricate one 12' X 28' X 10" precast concrete shelter per the drawings and specifications **Include shipping of the shelter	1			
2	Fabricate one 12' X 12' X 10" precast concrete shelter per the drawings and specifications **Include shipping of the shelter	1			
	TOTAL				
	This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. See Section "M" of the solicitation package				

NSN 7540-01-152-8067

36-109

STANDARD FORM 36

**PART I - SECTION C**  
**SCOPE OF WORK**

**SCOPE OF WORK FOR THE ATLANTA WEST REMOTE TRANSMITTER FACILITY**

**Notes to Buyer**

Manufacturer shall provide precast concrete shelters as shown on FAA Preliminary Drawings ATL-D-1103776- A001, A002 and E004. Note that drawings only show the 12X28 building. The 12' X 12' building (storage building) will be installed after old building is demolished.

Building A shall consist of a 12' x 28' X 10' Precast Concrete Building

Building B shall consist of a 12' X 12' X 10' Precast Concrete Building

Price shall include all the items listed below and transportation to the site. Off-loading onto the finished foundations shall be handled by a FAA construction contractor.

**SCOPE FOR BUILDING A & B MANUFACTURE:**

Design Live Load -100 PSF;

Floor Live Load 150 PSF;

Wind Load 150 PSF

**SHOP DRAWINGS AND SUBMITTAL DATA.**

For the 12' X **28'** X 10' and 12' X 12' X 10' Precast Concrete Buildings.

Preferred Finish: Exposed washed rock.

Door and Hardware: one 3'-6" x 7' aluminum door, (Cline Door or equal), best lock set (7 pin), closer, threshold, weather-stripping and door canopy.

Insulated walls and ceiling.

Interior finish: 5/8" drywall with white frp. , vinyl composite tile floor

**HVAC:**

**Building A:**

- 2 ea HVAC –Split System Unit by Mitsubishi, Mini series
  - Cooling: 18,000 BTU (minimum)
  - Heating: 12,000 BTU (minimum)
  - 18 SEER Rating (minimum) and 10 HSPF Rating (minimum)

**Building B:**

- 1 ea HVAC –Split System Unit by Mitsubishi, Mini series
  - Cooling: 10,000 BTU (minimum)
  - Heating: 10,000 BTU (minimum)
  - 18 SEER Rating (minimum) and 10 HSPF Rating (minimum)

Note: The condensing units shall be provided by the shelter manufacturer and shipped in the shelters, but installed by the FAA construction contractor. The fan coil units and wall penetration shall be installed by the shelter manufacturer.

**Electrical:**

**Building A:**

- 1 ea. Square D (or equal) Electrical panel 120/240 Volt, 200 Amp, single phase main breaker with 42 spaces. 150 Amp main breaker, spaces not used for building service shall be filled with 1 each 30 amp 2 pole (surge arrestor device); 1 each 50 amp 2 pole (Building B) and the rest with single pole 20 amp breakers. Breakers are to be bolt on type breakers. Panel shall have a hinge door on a hinged cover. Panel shall have a 2" nipple through the wall to a LB fitting on the exterior of the building.

- 1 ea. Double Throw Switch - Square D 82253 or equal
- 1 ea. Receptacle for portable E/G - Hubbell 3100R6W or equal
- 8 ea. 4 lamp, rapid start fluorescent fixtures flush mount and wrap around acrylic lens. Each fixture shall have RFI filter, GE 89G635, or equal.
- 1 ea. Exterior fixture mounted to the side of the door.
- 6 ea. Duplex Outlets: Four each with wall location to be determine during shop drawing submission.
- 2 ea. GFI outlets, flush mounted on the front and back of the building.
- .
- 1 ea Cable tray system as shown in the drawings. Tray shall be B-Line series 24 or equal. Size shall be 4"tall by 12"wide. Install one vertical 90° bend at the wall above the large blackout as shown.
- 1ea 4" Square Duct with hinged cover from electrical panel under cable tray, full length of building.

#### **Building B:**

- 1 ea. Square D (or equal) Electrical panel 120/240 Volt, 100 Amp, single phase main breaker with 12 spaces. 50 Amp main breaker, spaces not used for building service shall be filled with single pole 20 amp breakers. Breakers are to be bolt on type breakers. Panel shall have a hinge door on a hinged cover. Panel shall have a 2" nipple through the wall to a LB fitting on the exterior of the building.
- 3 ea. 4 lamp, rapid start fluorescent fixtures flush mount and wrap around acrylic lens. Each fixture shall have RFI filter, GE 89G635, or equal.
- 1 ea. Exterior fixture mounted to the side of the door.
- 4 ea. Duplex Outlets: One on each wall 48 inches above finished floor.
- 2 ea. GFI outlets, flush mounted on the front and back of the building

Shelter shall have the following wall penetrations

- Wall:
- 1 ea. For 1" conduit (ground for panel)
  - 1 ea. For 2" conduit nipple (feed for panel)
  - 1 ea 2" conduit to be plugged for future use.

**DELIVERY:** Shelters shall be delivered to in the time frame shown to the following site:

Building A – June 4, 2012– Hartsfield-Jackson International Airport, Atlanta, GA.

Building B – June 4, 2012 - Hartsfield-Jackson International Airport, Atlanta, GA

Delivery must be scheduled at least 72 hours in advance with Tom Kibler 404-389-8773, prior to delivery.

**PART I – SECTION D**  
**PACKAGING AND MARKING**

THIS SECTION NOT USED

**PART I – SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1           Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

- 3.10.4-1           Contractor Inspection Requirements (April 1996)**
- 3.10.4-2           Inspection of Supplies – Fixed Price (November 1997)**
- 3.10.4-16          Responsibility for Supplies (April 1996)**

**PART I – SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1           Clauses and Provisions Incorporated by reference (July 2011)**

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<http://conwrite.faa.gov>.

(End of clause)

**3.10.1-9       Stop-Work Order (October 1996)**

**3.10.1-24     Notice of Delay (March 2009)**

**3.11-34       F.O.B. Destination (April 1999)**

**PART I – SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1           Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-22       Contracting Officer's Technical Representative** (January 2008)



**PART I – SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

THIS SECTION NOT USED

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1            **Clauses and Provisions Incorporated by reference (July 2011)**

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<http://conwrite.faa.gov>.

(End of clause)

- 3.1.7-2            Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5            Disclosure of Conflicts of Interest (March 2009)**
- 3.1.7-4            Organizational Conflict of Interest (March 2009)**
- 3.2.2.7-6          Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-8          Disclosure of Team Arrangements (April 2008)**
- 3.2.2.8-1          Material Requirement (April 2009)**
- 3.2.5-1            Officials Not to Benefit (April 1996)**
- 3.2.5-3            Gratuities or Gifts (January 1999)**
- 3.2.5-4            Contingent Fees (October 1996)**
- 3.2.5-5            Anti-Kickback Procedures (October 2010)**
- 3.2.5-8            Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1            Payments (April 1996)**
- 3.3.1-6            Discounts for Prompt Payment (May 1997)**
- 3.3.1-8            Extras (May 1997)**
- 3.3.1-17          Prompt Payment (September 2009)**
- 3.3.1-34          Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)**
- 3.3.2-1            FAA Cost Principles (October 1996)**
- 3.6.1-1            Notice of Total Small Business Set-Aside (January 2010)**
- 3.6.1-12          Notice of Service-Disabled Veteran Owned Small Business Set-Aside (October 2011)**
- 3.6.2-39          Trafficking in Persons (January 2008)**
- 3.6.3-16          Drug Free Workplace (March 2009)**
- 3.6.4-2            Buy American Act - Supplies (July 2010)**
- 3.6.4-5            Buy American - Steel and Manufactured Products (July 2010)**
- 3.6.4-10          Restrictions on Certain Foreign Purchases (January 2010)**
- 3.9.1-1            Contract Disputes (October 2011)**
- 3.9.1-2            Protest After Award (August 1997)**
- 3.10.1-7          Bankruptcy (April 1996)**
- 3.10.1-12          Changes - Fixed-Price (April 1996)**
- 3.10.1-25          Novation and Change-Of-Name Agreements (October 2007)**
- 3.10.2-1          Subcontracts (Fixed-Price Contracts) (April 1996)**
- 3.10.6-1          Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4          Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-5            Seat Belt Use by Contractor Employees (October 2001)**
- 3.13-11          Plain Language (July 2006)**
- 3.13-13          Contractor Policy to Ban Text Messaging While Driving (January 2011)**

**3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

**3.2.2.3-44 Physical Data (July 2004)**

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by visual observations by the designers.

(b) Contractor shall familiarize himself/herself with existing conditions and limitations applicable to construction site access.

(End of clause)

**FABRICATION OF**  
**PRECAST SHELTERS AT**  
**ATLANTA WEST (ATLA) REMOTE TRANSMITTER FACILITY**

**SO-J-1 LIST OF DRAWINGS (Attachment 1)**

**Precast Shelter Project Drawings:**

<b>Drawing Number</b>	<b>Date</b>	<b>Title</b>
ATL-D-1103776-A001	07/13/2011	Floor Plan
ATL-D-1103776-A002	07/13/2011	Elevations and Details
ATL-D-1103776-E004	07/13/2011	Miscellaneous Electrical Details

**SO-J-2 BUSINESS DECLARATION FORM (Attachment 2)**

**SO-J-3 PAST PERFORMANCE SURVEY (Attachment 3)**

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by reference** (July 2011)

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<http://conwrite.faa.gov>.

(End of clause)

**3.2.5-2           Independent Price Determination** (October 1996)

**3.2.2.3-2           Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of \_\_\_\_\_ calendar days [the CO should insert the number of days].

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10       Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

**3.2.2.3-70 Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.



(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2011)**

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

- 3.2.2.3-1       False Statements in Offers (July 2004)**
- 3.2.2.3-11     Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12     Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13     Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14     Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-15     Authorized Negotiators (July 2004)**
- 3.2.2.3-16     Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17     Preparing Offers (July 2004)**
- 3.2.2.3-18     Prospective Offeror's Requests for Explanations (March 2009)**
- 3.2.2.3-19     Contract Award (July 2004)**
- 3.13-4         Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

**3.2.2.3-5       Descriptive Literature (July 2004)**

(a) "Descriptive literature" means information (for example cuts, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the product. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror (you) will provide technically-acceptable products.

(c) The offeror (you) must mark or highlight the items you are submitting as descriptive literature so we can readily find them in your offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not [check applicable box] supplied a product to us The Contracting Office under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number \_\_\_\_\_

Date of earlier contract \_\_\_\_\_

Contract line item number of product supplied \_\_\_\_\_

Name and address of government activity  
to which you delivered the product \_\_\_\_\_

Date of final delivery of product \_\_\_\_\_

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

(End of provision)

### **3.2.2.3-20 Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means

\_\_\_\_\_[CO should insert acceptable means \_ fax, e-mail, telegraph, e-commerce, and so on]..

Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to \_\_\_\_\_ [CO should insert fax number, e-mail address, other offer information].

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a **Firm Fixed Price** contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### **SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)**

The NAICS code for this acquisition is **238120, Structural Steel and Precast Concrete** and the small business size standard is **\$14.0** million average annual receipts.

(End of provision)

#### **SO-L-2 REQUIRED DOCUMENTS**

The contractor **MUST** return the following completed documents as part of its offer:

- a) **SF33, Solicitation, Offer, and Award**
- b) **SF 36, Continuation Sheet, Schedule of Bid Items**
- c) **Section K, Representations, Certifications, & Other Statements of Offerors**
- d) **Business Declaration** (Attachment 2)
- f) **Past Experience**

List all customers and facilities for which you had contracts to provide Precast Shelters or equivalent type shelters for the last five years. Provide a summary for each such contract describing the size of the facility and the number shifts and employees you used to service the contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had janitorial projects for the last five years.

**g) Past Performance Surveys**

Arrange for at least two past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. See Attachment 3.

**h) Work in Progress**

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

**i) Available Resources**

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

**j) Financial information**

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

(End of Provision)

**SO-L- HANDCARRIED OFFERS**

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of Provision)

**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**3.1-1           Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

**3.3.1-30           Progress Payments Not Included** (November 1997)

**3.2.2.3-34       Evaluating Offers for Multiple Awards** (July 2004)

In addition to other factors, the FAA (we, us) will evaluate offers on the basis of advantages and disadvantages to us that might result from making more than one award (multiple awards). We estimate that our administrative cost for issuing and administering each contract awarded under this SIR is \$500. We will make individual awards for the items or combinations of items that result in the lowest aggregate cost to us, including the assumed administrative costs.

(End of provision)

**SO-M-1           Lowest Price Technically Acceptable (LPTA)**

Award will be made to the offeror with the lowest price who meets the minimum qualifications in the non-price factors. The award will be based on the evaluation of the Offerors Experience, Past Performance, and Financial Condition. The lowest price technically acceptable approach awards the contract to the offeror with Acceptable Experience, Past Performance, and Financial Condition and has the lowest price.

**SO-M-2           Offeror Communications**

The Government may communicate with offerors orally or in writing during the course of the evaluation, and may conduct communications with one, some, all, or none of the offerors. Communications with one or more offerors does not necessitate communication with all offerors.

Offerors are advised that the Government reserves the right to make an award based on initial proposals received, without communications, discussions or negotiations. Therefore, offerors are urged to submit proposals with the most favorable terms possible regarding all evaluation factors.

Offerors should not assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals. Any information obtained during communications may be used to clarify, substantiate, and validate information provided in an offeror's proposal.

**SO-M-3           Evaluation Factors**

**Factor 1: Experience**

In order to be considered for award, offerors shall submit at least **three (3)** Precast Shelter or similar type projects within the past five (5) years preceding the date of this solicitation, that demonstrate the offerors Experience as identified by the Specifications with this SIR.

Each offer eligible for evaluation will be assigned an Acceptable or Unacceptable rating based on the description below.



**RATING DESCRIPTION**

**Acceptable** At least three (3) Precast Shelter or similar projects, within the last five (5) years, that demonstrates the offerors Experience as identified by the Technical Specifications with the SIR.

**Unacceptable** Less than three (3) Precast Shelter or similar projects, within the last five (5) years.

**Factor 2: Past Performance**

In order to be considered for award, offerors must have at least three (3) Past Performance Questionnaires submitted on their behalf from prior contracts.

Each offer eligible for evaluation will be assigned an Acceptable or Unacceptable rating based on the description below

**RATING DESCRIPTION**

**Acceptable** At least **three (3)** Past Performance Questionnaires submitted.

**Unacceptable** Less than three (3) Past Performance Questionnaires submitted.

**Factor 3: Financial Condition and Resources**

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility

Each offer eligible for evaluation will be assigned an Acceptable or Unacceptable rating based on the description below.

**RATING DESCRIPTION**

**Acceptable** Documentation provided to demonstrate financial condition and responsibility

**Unacceptable** No or inadequate documentation provided to demonstrate financial condition and responsibility.

**Price will not be rated, but will be evaluated for fairness and reasonableness**

**SO-M-4 APPLICABLE SET-ASIDE CLAUSES**

The following clauses are applicable in so far as they correspond with the awarded tier-level. For instance, if the award is made to a SEDB, then clause 3.6.1-8 applies, and so on.

- 3.6.1-1 **Notice of Total Small Business Set-Aside** (January 2010)
- 3.6.1-3 **Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (February 2009)
- 3.6.1-8 **Notification of Competition Limited to Eligible SEDB Concerns** (January 2010)
- 3.6.1-12 **Notice of Service-Disabled Veteran Owned Small Business Set-Aside** (January 2010)

**This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. Each tier will be evaluated using the procedure outlined below. A determination of insufficient competition or unreasonable price will be made before the next tier is evaluated.**

**First Tier.** It is the intent of the FAA to award a contract on a competitive basis to an eligible **service-disabled veteran owned small business**, provided that adequate competition is received, and award can be made at a fair market price.

**Second Tier.** If circumstances do not permit a service-disabled veteran owned small business award, the responsive offeror(s) from the first and second tier will be included in the evaluation of the third tier. The Government intends to

award a contract on a competitive basis to an eligible **woman owned small business concern**, provided that adequate competition is received, and award can be made at a fair market price.

**Third Tier.** If circumstances do not permit a woman owned small business award, the responsive offeror(s) from the first and second tier will be included in the evaluation of the forth tier. The Government intends to award a contract on a competitive basis to an eligible **small business concern**, provided that adequate competition is received, and award can be made at a fair market price.

**Fourth Tier.** If circumstances do not permit an award in the fourth tier, the FAA intends to award a contract on the basis of full and open competition from **among all responsible, responsive offers** received providing award can be made at a fair market price.

**Adequate competition is defined as at least two (2) competitive offers received from qualified, responsible business concerns at the tier under evaluation.**